

A. G. Contract No. KR93 3043TRN

JPA No.: 93-189

ECS File No.: 94-89

Project: F-065-1(9)/H3167 01C

Section: Bullhead City S. Ph. I

061-536,

central to
marina

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF BULLHEAD CITY

THIS AGREEMENT is entered into 12 September, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF BULLHEAD CITY, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to improvements to State Route 95 (SR-95) contemplated by the State in the City, the State and the City have agreed to participate in the design and construction of new Fox Wash drainage facilities, which may include channels or dikes, and will convey flood waters for a 100 year event, at an estimated cost of \$800,000.00, all at City expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO.	<u>18907</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>09/12/94</u>
	<u>Richard Mahoney</u>
	Secretary of State
By	<u>Vicky Greenwood</u>

II. SCOPE OF WORK

1. The State will:

a. At no cost to the City, and as part of its highway improvement project, obtain any required environmental clearances, and design and construct appropriate drainage facilities which will enable Fox Wash discharge to safely traverse SR-95, and determine and provide water outfall requirements downstream of SR-95. Provide State design documents to the City for review and comment. Obtain any necessary drainage easements required for the State facilities.

b. Confer with the City in the design and construction of additional drainage facilities relating to Fox Wash outside of the State right-of-way, but which will intercept and connect with the State's drainage facilities. Review the City Project design documents and provide comments.

c. Upon completion of construction, maintain the SR-95 Fox Wash drainage facilities within the State right-of-way.

2. The City will:

a. Review the State's SR-95 drainage design documents and provide comments. Design and construct the Project to State approved criteria and incorporate State design review comments.

b. Provide an excavation plan, and provide any necessary permits required for regrading the Fox Wash channel to be compatible with the overall drainage Project. Permit any excess appropriate excavated material to be used for SR-95 roadway embankment, etc. at no cost to the State.

c. Within five (5) years after award of the State construction contract, complete construction of the Project, generally as shown on Exhibit A, which is attached hereto and made a part hereof. Such exhibit may be replaced or updated as design develops and as is mutually acceptable to the parties hereto.

d. To provide financing for performance under this agreement, by 1 July 1995 establish an account with the Arizona State Treasurer Local Government Investment Pool with an initial Project deposit of \$200,000.00, and make similar annual deposits until the Project is fully financed. Any interest from said account shall accrue only to the benefit of the City.

e. Obtain any drainage easements required for the Project outside the State right-of-way, and, upon completion of construction of the Project provide maintenance outside the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract by either party hereto, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Bullhead City
City Manager
Box 1048
Bullhead City, AZ 86430


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF BULLHEAD CITY

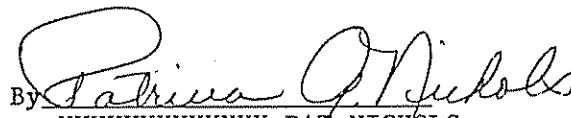
STATE OF ARIZONA

Department of Transportation

By 
MIKE LOVE
Mayor

By 
ROBERT P. MICKELSON
Chief Deputy State Engineer

ATTEST


By 
~~XXXXXXXXXXXX~~ PAT NICHOLS
City Clerk

17. THREE INTERGOVERNMENTAL AGREEMENTS WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR COMPLETION OF IMPROVEMENTS FOR THE NEW FOX WASH DRAINAGE FACILITY, CHAPARRAL WASH DRAINAGE FACILITY AND HAVASUPAI WASH DRAINAGE FACILITY PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS TO HIGHWAY 95 WITH A FISCAL IMPACT OF \$1,580,000.

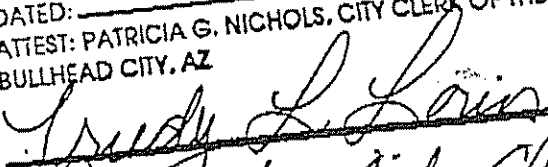
Community Development Director Tackett-Hicks advised the Council that the Highway 95 widening project is progressing and ADOT has requested City to enter into three Intergovernmental Agreements (IGAs) for the construction of drainage facilities. Mohave County flood control funds will be allocated for these projects. There is a balance in the flood control fund of \$514,000, which when added to the yearly allocation of \$262,000, will be used for the construction of the Chaparral and Havasupai drainage facilities, estimated to cost \$780,000. These facilities would be build prior to or concurrently with the highway widening project within the next three or four years. The larger Fox Wash drainage facility will be constructed within five years at an estimated cost of \$800,000.

Vice Mayor Garcia made a motion to approve three IGA's with the Arizona Department of Transportation (ADOT) for completion of improvements for the Fox Wash, Chaparral Wash and Havasupai Wash drainage facilities prior to construction of improvements to Highway 95 with a fiscal impact of \$1,580,000. The motion was seconded by Councilman Zaborsky. AYES: Brusso-McCormick, Garcia, Holther, Love, Urso and Zaborsky. ABSENT: Allen. MOTION CARRIED.

Dated this 2nd day of August, 1994.


Patricia G. Nichols, CMC, City Clerk

CERTIFICATION
THE FOREGOING INSTRUMENT IS A FULL, TRUE AND CORRECT
COPY OF THE RECORD ON FILE IN THIS OFFICE.
DATED: 8/12 19 94
ATTEST: PATRICIA G. NICHOLS, CITY CLERK OF THE CITY OF
BULLHEAD CITY, AZ

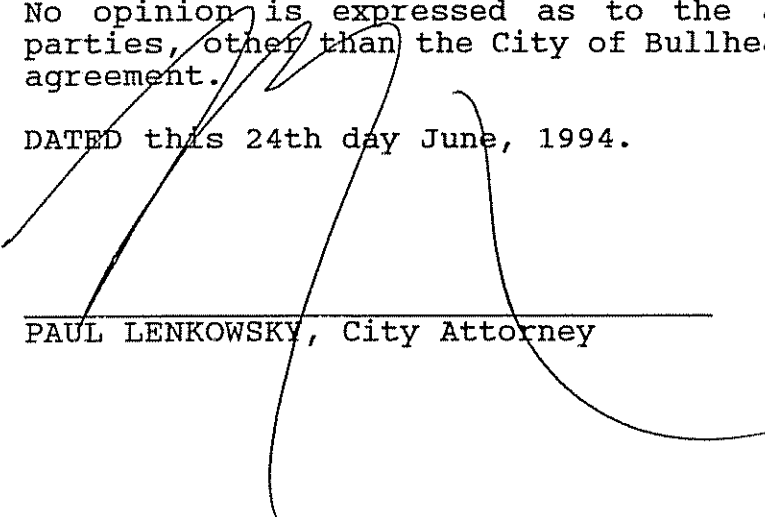

Judy L. Lavin
Deputy City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The Intergovernmental Agreement between the City of Bullhead City and the State of Arizona acting by and through its Department of Transportation relating to the improvements to State Road 95, specifically JPA No. 93-189, is an agreement between public agencies which has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned city attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Bullhead City.

No opinion is expressed as to the authority of the remaining parties, other than the City of Bullhead City, to enter into said agreement.

DATED this 24th day June, 1994.



PAUL LENKOWSKY, City Attorney

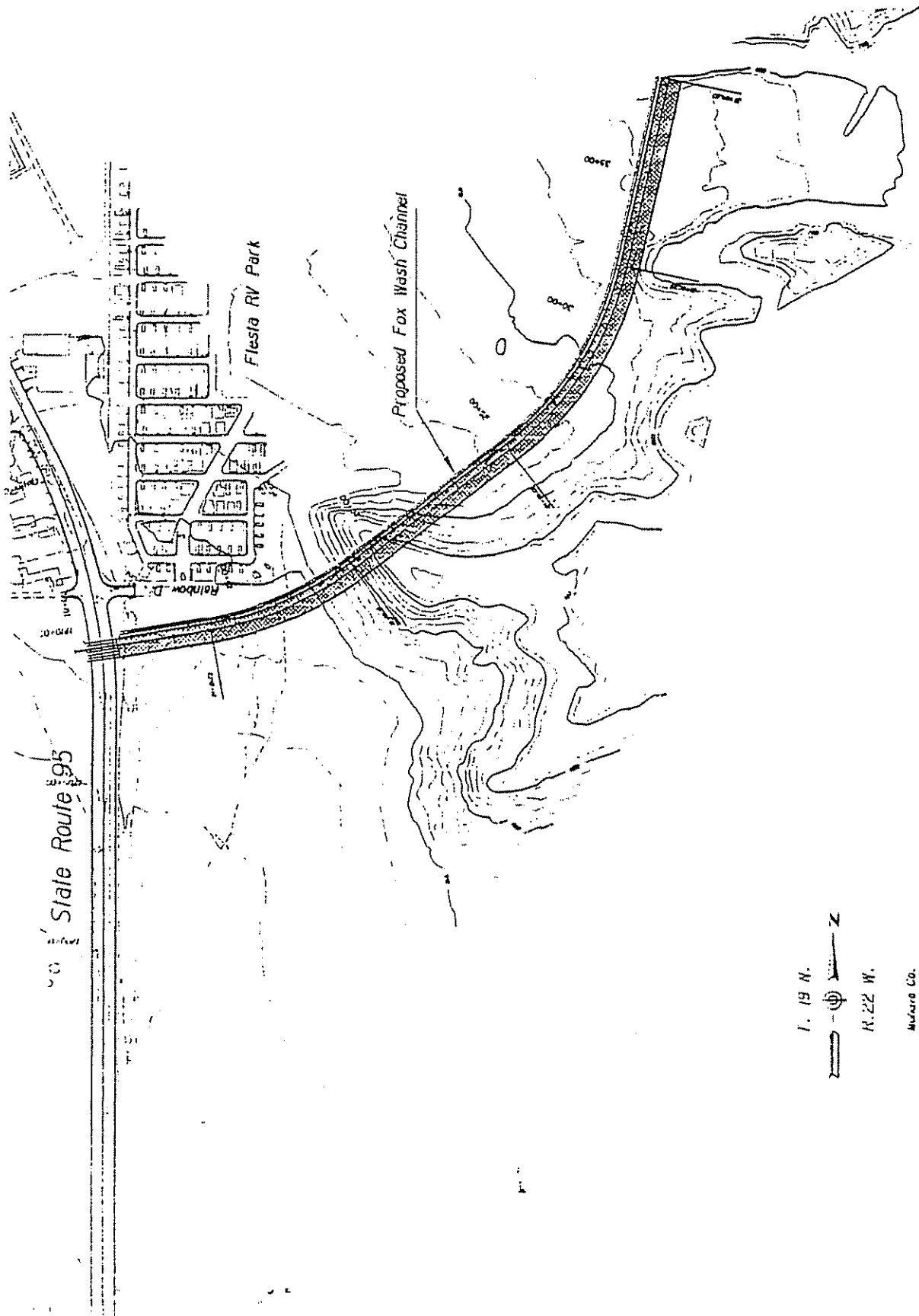


Exhibit "A"
Fox Wash Channelization



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-3043-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of September, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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